

**Memorandum of Understanding
Between
The State University of New York
And
United University Professions
Regarding
Mandatory COVID 19 Testing of Employees
In the Professional Services Negotiating Unit**

Due to the unprecedented public health crisis presented by the COVID 19 pandemic and the critical need to quickly identify and control the spread of COVID 19 infections on state-operated SUNY campuses, and in the best interest of the entire SUNY community, the State University of New York and the United University Professions hereby reach the following agreement:

- 1) Effective immediately and continuing through August 31, 2022, all state operated colleges, universities, and hospitals shall conduct testing of Professional Services Negotiating Unit employees.
- 2) The campus will consult with their UUP local representatives in the development of any changes in testing protocols for UUP-represented employees.
- 3) UUP acknowledges that SUNY may choose to require baseline testing of all employees prior to or at the commencement of an academic semester.
- 4) Surveillance testing of employees shall be conducted on a weekly basis for those employees who are unvaccinated. Fully vaccinated employees, who voluntarily provide confirmation of vaccination, shall be tested less frequently on a sampling basis to monitor for break through infections. Frequency of vaccination of fully vaccinated employees shall be determined at the campus level, after consultation with UUP local representatives. Such surveillance testing shall utilize self-administered saliva tests, short swab rapid tests, or other tests selected by the campus. If a campus elects to utilize long swab testing employees will not be mandated but may be asked to volunteer for the test. Employees to be tested in each testing cycle shall be selected to best ensure that potential outbreaks across the campus population can be identified.
- 5) Any changes to the existing campus testing plan and associated information regarding how samples for testing are constructed, including such things as the size of pools and the number and demographics (e.g. which departments or units are represented) of employees to be tested in each testing cycle shall be provided to UUP local representatives on each campus.
- 6) Procedures must ensure that:
 - a. The identity of individual employees selected for testing each week remains confidential and is only accessible on a need to know basis.
 - b. The testing is conducted in a manner which protects the privacy of the employee being tested to the extent possible.
 - c. The identity of any individual employee who tests positive remains confidential to the extent possible.
- 7) Employees subject to testing shall be tested during their regular work hours. The testing shall be conducted without cost to the employee.

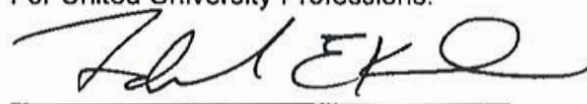
- 8) Test results shall not be retained in personnel files or other personnel records and shall not otherwise be retained by the campus any longer than is necessary to comply with public health requirements associated with the COVID 19 pandemic or used for any purpose other than compliance with such public health requirements.
- 9) Test samples shall not be retained by SUNY, or any state-operated SUNY campus except as provided herein. Test samples may be retained by the laboratory conducting the test only so long as necessary to comply with state or federal public health requirements. Test samples will not be used for any research purpose without written authorization of the individual from whom the sample was taken. Saliva samples processed by Upstate Medical University, whether they are positive or negative, and whether they are from pool testing or an individual clinical diagnostic test, are destroyed within seven (7) calendar days of testing.
- 10) Information regarding vaccination status shall be collected and retained on a confidential basis in compliance with ADA requirements. Retained vaccination status information shall be used for the purpose of determining the need for surveillance testing; it shall remain confidential and shall not be used for other purposes unless allowed by law, rule, regulation or federal/state mandate and subject to the confines of the parties' Taylor Law rights and responsibilities. Supervisors shall not directly inquire about vaccination status with their direct reports. Aggregate data may be used for reporting purposes (no personally identifying information shall be utilized).
- 11) Employees who are isolated or quarantined following a positive test (or following subsequent contact tracing) at public health, medical or campus direction shall be allowed to work remotely to the greatest extent possible. If working remotely is not possible, the employee shall be permitted to use the paid leave provided in GOER's March 11, 2020, guidance on employee quarantine related to the Novel Coronavirus, the January 20, 2021 Department of Labor Guidance on Use of COVID-19 Sick Leave, applicable state and federal statutory leaves and leave accruals as contractually appropriate.
- 12) Any conflict arising from this MOU may be raised by a campus or a UUP local representative to the signatories of this agreement, or their designees for prompt response and resolution.
- 13) This agreement shall expire close of business on August 31, 2022, unless extended by mutual agreement between the parties.

For the State University of New York:



Jim Malatras
Chancellor

For United University Professions:



Frederick E Kowal
President

Dated: December 14, 2021